

WHEREAS, on or about May 7, 2021, Plaintiff filed a First Amended Complaint [Dkt. No. 52] against the Company Defendants and the Authors (collectively, “Defendants”), asserting, *inter alia*, a claim for declaratory judgment that Plaintiff is the owner of the sound recording to the Song and for copyright infringement based on the use of the Song in the Motion Picture;

WHEREAS, Plaintiff based its claim of copyright ownership on allegations that the Authors signed agreements conferring such ownership to Plaintiff, and has produced an unsigned document that Plaintiff claims reflects an agreement between Plaintiff and Defendant Charles K. Williams, the authenticity of which Defendants dispute;

WHEREAS, the parties have agreed to resolve this matter with the entry of this Consent Judgment and Order providing, *inter alia*, for the dismissal of this Action in its entirety, with prejudice, without the payment of any monies or compensation of any kind to Plaintiff, and without entering into any settlement agreement other than this Consent Judgment and Order;

NOW, therefore, upon the consent of the parties hereto, it is hereby **ORDERED, ADJUDGED AND DECREED** that:

1. This Court has jurisdiction over the subject matter of this Action.
2. This Action is hereby dismissed in its entirety, with prejudice, and without costs or fees to any party, the parties waiving all rights of appeal. All claims, counterclaims and cross-claims relating to the Motion Picture, the Song and/or any other musical works or sound recordings that were or could have been asserted among the parties through the date of the entry of this Consent Judgment and Order are hereby terminated, released and discharged. Additionally, the parties hereby waive, release and discharge any and all claims and motions relating to or arising from this Action and/or this Consent Judgment and Order, except for any claims, proceedings or

motions to enforce the terms of this Consent Judgment and Order or otherwise arising from the parties' failure to adhere to the provisions hereof.

3. It is hereby declared, adjudged and decreed as follows:

- i. Neither Plaintiff nor any of its principals, owners, officers, directors, employees or agents hold any copyright ownership, interest or license in or to the Song (inclusive of the sound recording thereof and the musical work embodied therein) or any elements thereof, and hold no other ownership or interest in or to the Song or any elements thereof;
- ii. neither of the Authors has ever signed or executed any agreement, note, memorandum or any other form of written instrument conveying, transferring or conferring copyright ownership over any sound recording or musical work to Plaintiff, or to any of Plaintiff's principals, owners, officers, directors, employees or agents;
- iii. neither of the Authors has ever been an employee of Plaintiff or any of its principals, owners, officers, directors, employees or agents for purposes of the Copyright Act, including, without limitation, 17 U.S.C. § 101; and
- iv. Plaintiff's copyright registration to the sound recording of the Song (Reg. No. SR 869-190) (the "B&W Registration") is null and void.

4. Plaintiff, together with its principals, owners, officers, directors, employees and agents, are hereby ordered and directed to take all steps within their control as are necessary to effectuate the cancellation of any and all copyright registrations that Plaintiff has heretofore obtained with respect to the Song, including, without limitation, the B&W Registration. The Copyright Office is directed to cancel any such copyright registrations, including the B&W

Registration (Reg. No. SR 869-190), upon receipt of such request and any documentation as may be necessary to effectuate such cancellation.

5. Defendants are hereby deemed to be the prevailing parties in this Action for purposes of the Copyright Act. Notwithstanding the foregoing, all parties waive any and all rights to recover their attorneys' fees and costs incurred in connection with this Action, as well as any and all claims for sanctions.

6. The parties acknowledge that each of them has had a full and fair opportunity to litigate all issues and matters alleged in the Complaint and/or the First Amended Complaint, and all other issues and matters otherwise raised in this Action, and agree to be bound by the terms hereof for any and all purposes.

7. This Court shall retain jurisdiction to enforce this Consent Judgment and Order. The parties consent to jurisdiction and venue in this Court for any related proceedings.

Dated: May 2, 2022


ENTER:



J. PAUL OETKEN
United States District Judge

STIPULATED AND AGREED:


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